

9M 2872

Docket No.  
287980/0007  
SBP:DMF

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: **Bastue et al.**

Art Unit: **2872**

Application No.: **09/928,159**

Examiner: **Not Yet Known**

Filed: **August 10, 2001**

For: **ALIGNMENT OF MULTI-CHANNEL DIFFRACTIVE WDM DEVICE**

Date: **May 16, 2002**



Commissioner for Patents  
Washington, DC 20231

**CERTIFICATE OF MAILING**  
**BY "FIRST CLASS MAIL" (37 C.F.R. § 1.8)**

Sir:

I hereby certify that, pursuant to 37 C.F.R. § 1.8, the following correspondence:

**Revocation and New Power of Attorney (2 pgs); Attachment A (1 pg.); Copy of Recordation  
Cover Sheet and Assignment (4 pgs); and Return Postcard**

is being deposited on **May 16, 2002** with the United States Postal Service as first class mail in an  
envelope bearing sufficient postage thereon and addressed to:

**Commissioner For Patents  
Washington, DC 20231**

**David M. Fortunato**

(Typed Or Printed Name Of Person Mailing Correspondence)

A handwritten signature in cursive script that reads "David M. Fortunato".

(Signature Of Person Mailing Correspondence)

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**REVOCATION AND NEW POWER OF ATTORNEY**

Commissioner for Patents  
Washington, D. C. 20231

Sir:

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**ESTABLISHMENT OF RIGHT OF IBSEN PHOTONICS  
TO TAKE ACTION UNDER 37 C.F.R. 3.73**

Ibsen Photonics A/S ("Ibsen") hereby represents that it is the owner of the entire right, title and interest in and to the patent applications listed on Attachment A ("the Applications"). As evidence of Ibsen's ownership of the Applications, Ibsen includes herewith as Attachment B a copy of an assignment dated October 31, 2001 from ADC DANMARK Aps., to Ibsen Photonics A/S, which was filed with the USPTO on March 26, 2002. Thus, pursuant to 37 C.F.R. 3.73, Ibsen is authorized to request the Revocation and New Power of Attorney set forth herein.

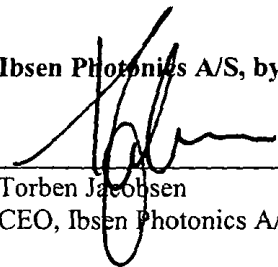
**REVOCATION AND NEW POWER OF ATTORNEY**

Ibsen hereby revokes all previous Powers of Attorney in the Applications. Further, Ibsen hereby appoints the following attorneys of Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, to prosecute the Applications and to transact all business in the Patent and Trademark Office in connection therewith:

Lawrence Rosenthal, Reg. No. 24,377  
Steven B. Pokotilow, Reg. No. 26,405  
James J. DeCarlo, Reg. No. 36,120  
Matthew W. Siegal, Reg. No. 32,941

I represent that I am authorized to act on behalf of Ibsen Photonics A/S, and to request that the USPTO take the action set forth herein.

**Ibsen Photonics A/S, by:**

  
\_\_\_\_\_  
Torben Jacobsen  
CEO, Ibsen Photonics A/S

Dated: 2002 05 06

## ATTACHMENT A

Application Serial No.
09/867,036
09/790,144
09/821,335
09/942,307
09/889,010
09/907,874
09/928,159
09/940,554
09/943,251
09/941,504
09/941,414
09/789,859
09/789,888

## **ATTACHMENT B**

RECORDATION FORM COVER SHEET

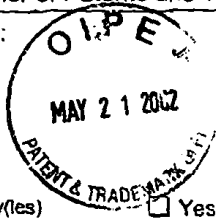
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

PATENTS ONLY

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):  
ADC Danmark Aps



2. Name and address of receiving party(ies):

Name: Ibsen Photonics A/S

Internal Address: \_\_\_\_\_

Street Address: Ryttermarken 15-21

DK-3520 Farum - DENMARK

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

1. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: October 31, 2001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

1. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the applications:

A. Patent Application No.(s)

B. Patent No.(s)

09/867,036 ✓      09/889,010 ✓      09/928,159 ✓  
09/790,144 ✓      EPO 00910491.2 ✓      09/940,554 ✓  
09/821,335 ✓      09/907,874 ✓      09/943,251 ✓  
09/942,307 ✓      PCT/US01/21861 ✓      09/941,504 ✓

09/941,414 ✓  
09/789,859 ✓  
09/789,888 ✓

Additional numbers attached? ☐ Yes ☒ No

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5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stroock & Stroock & Lavan LLP

Internal Address: \_\_\_\_\_

Street Address: 180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 3.41):.....\$ 600.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven B. Pokotilow

Name of Person Signing

Signature

March 26, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

## ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

*RS 10/2001*  
This Assignment of Patents and Patent Applications (hereinafter referred to as "Assignment") is effective as of October 31, 2001, by and between ADC DANMARK ApS., a corporation formed under the laws of the Kingdom of Denmark, ("Assignor"), and IBSEN Photonics A/S, a corporation formed under the laws of the Kingdom of Denmark, ("Assignee").

WHEREAS, Assignor, is the owner of the United States and foreign patents and patent applications listed on Schedule A ("Patents");

WHEREAS, Assignee, is desirous of acquiring the right, title and interest in and to the Patents in the United States and throughout the world;

*RS 10/2001*  
WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 31, 2001 (the "Agreement"), whereby Assignee is purchasing substantially all of the assets of the Assignor, including the Patents.

NOW, THEREFORE, In consideration of the foregoing recitals, and other good and valuable consideration described herein and in the Agreement, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in and to said Patents, the underlying inventions described therein, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Applications"), and further, all rights and privileges pertaining to the Assigned Patents and Patent Applications, including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and said Patent Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Authorization of Patent and Trademark Office to Record. Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent or

other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ADC DANMARK ApS

IBSEN PHOTONICS A/S

By: Robert E. Switz

By: \_\_\_\_\_

Name: Robert E. Switz

Name: \_\_\_\_\_

Title: Director

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



### Schedule A

Country	Serial No.	Title	Filing Date
United States	09/867,030	Method and Apparatus for Diffractive Transfer of a Mask Grating	May 29, 2001
United States	09/790,144	Wavelength Division Multiplexed Device	Feb 21, 2001
United States	09/821,335	Stacked Planar Integrated Optics and Tool for Fabricating Same	Mar 29, 2001
United States	09/942,307	Slab Waveguide Optical Devices	Aug 29, 2001
United States	09/889,010	Spectrometer	July 5, 2001
Europe	00900491.2	Spectrometer	Aug 08, 2001
United States	09/907,874	Monitoring Apparatus For Optical Transmission Systems	July 11, 2001
PCT	PCT/US01/21861	Monitoring Apparatus For Optical Transmission Systems	July 11, 2001
United States	09/928,159	Alignment Of Multi-Channel Diffractive WDM Device	Aug 10, 2001
United States	09/940,554	Wavelength Division Multiplexed Device (GFF)	Aug 27, 2001
United States	09/943,251	Holographic Exposure Using Prism Beamsplitter	Aug 30, 2001
United States	09/941,504	Method and Apparatus for Stepped Holographic Exposure	Aug 28, 2001
United States	09/941,414	Method and Apparatus for Moving a Phase Mask During Holographic Exposure	Aug 28, 2001
United States	09/789,859	Passive Temperature Compensated Optical Devices And Methods Of Manufacture And Use	Feb 21, 2001
United States	09/789,885	Grating Structures And Methods Of Making The Grating Structures	Feb 21, 2001

Patent Assignment